Carolina Observer.

X.—13.] FAYETTEVILLE, N. C. THURSDAY, AUGUST 25, 1825. [NO. 429.

ND PUBLISHED, EVERY THURSDAY,
EDWARD J. HALE,
s per annum, payable in advance.

MENTS inserted for 60 cents per
rst, and 30 cents for each succeed-
Advertisers are requested to state
sertions desired, or they will be con-
er orders, and charged accordingly.
Editor must be post paid.

ilver Tumbler,

letters S. M. A. marked on it, was
tolen at the Camp Meeting, or has
ands of some person, who may wish
er. Any person who may have it,
t, or such information as may lead to
of it, at the Post Office in Fayette-
enerously rewarded.
825—28-4t

Notice.

bers having qualified at the Court of
Quarter Sessions, for the county of
st Term, 1825, as executors of the
estament of Mrs. Deborah Dubrutz,
hereby notify all those indebted to
id deceased, to come forward, and
e payment of the same—and those
gainst said estate, to present them
nticated, according to the provisions
ssembly, passed in the year 1789, or
plead in bar of recovery.
JOHN CRUSOE, } Ex'rs.
CHAS. B. JONES, }
August 15, 1825

urther Notice.

y, the 20th day of October next, will
the late residence of Mrs. Deborah
Mount Alexander, Chatham county,
Corn and Fodder; about fifty head
n Horses, eighty head of Hogs, two
Carts, all the Farming Utensils, and
s of Household Furniture, &c.—
—six months credit, purchasers giv-
approved security.
JOHN CRUSOE, } Ex'rs.
CHAS. B. JONES, }
1825—28-tt

Notice.

LEAN is my special agent and attor-
fact, he being duly authorised by me
business for me, and in my name.
ANSON BAILEY.
August 17, 1825—28-tf

en Cents Reward.

from the subscriber some time since,
entice boy named *WILEY AM*
about eighteen years of age. Any
ing said runaway to the subscriber
the above reward, but no charges.
forbid harbouring or employing said
they will be dealt with as the law di-
ENOCH JARROTT.
County, August 17, 1825—28-3t

pproved mode of Drawing,

cured by Letters Patent,
wn under the superintendence of the
missioners of Lotteries.
g will take place in the city of Balti-
October or November next, and will
in one day.

STATE LOTTERY.

d even system, by which this lottery
was at first popular, and is growing
very day.

st Prize $30,000.

SCHEME:

ze of	$30,000	is	30,000
-	10,000	-	10,000
-	5,000	-	5,000
-	1,000	-	10,000
-	500	-	5,000
-	100	-	3,000
-	50	-	3,000
-	20	-	2,000
-	10	-	2,000
-	5	-	2,000
-	4	-	80,000
izes			$152,000

kets.—Not one blank to a prize.
payable in cash, 60 days after the
ct to a deduction of 15 per cent.
MODE OF DRAWING.
rs will be put into one wheel as usual
her wheel will be put the prizes above
ion of $4, and the drawing to pro-
ual manner. The 20,000 prizes of $4
ed to the odd and even numbers of the
case may be) dependent on the draw-
ital prize of Thirty Thousand Dollars;
if the $30,000 prize should come out
mber, then every odd number in the
e entitled to a 4 dollar prize. If the
should come out to an even number,
ven numbers in the scheme will be en-
e of $4.
mbers are those ending with 1, 3, 5,
umbers are those ending with 2, 4, 6,
of drawing not only enables the com-
complete the whole lottery in one
has the great advantage of distributing
s regularly to every alternate number
, so that the holder of two tickets or
e odd and one even number) will be
aining at least one prize, and in the
any greater quantity.
wing a superior prize in this scheme,
ed from drawing an inferior one also;
many tickets will obtain two prizes

s $4		
2 00	Quarters	$1 00
	Eighths	50

l shares to be had ODD and EVEN at

Allens'

RY AND EXCHANGE OFFICE,
105 Market street,
ormer State Lotteries have been sold
0,000, $25,000, $20,000, 8 of $10,000,
11 of 1000, &c. and where was sold
ne day, prizes amounting to $250,000.
reatest amount ever obtained at any
rica.
n any part of the United States enclos-
rize tickets, [post paid] will be punctu-
to. Address
S. & M. ALLEN & CO, Baltimore.
August 5. 28-4t,

New Goods.

J. & S. BIRDSALL

HAVE just received from New York, an elegant assortment of *STAPLE AND FANCY GOODS.* Comprising most articles usually enquired for, in the Dry Goods Line; which will be sold for Cash, and at as low prices as any Store in Fayetteville.

J. & S. B. keep constantly on hand, an excellent assortment of well selected Wines, Loaf Sugar, &c.
August 16—28-2t

STATE OF NORTH CAROLINA,

Cumberland Superior Court of Law.—Spring Term, 1825.

Susan King, vs. James R. King. } Petition for Divorce.

IT appearing to the satisfaction of the court, that the defendant James R. King, is not an inhabitant of this state, so that the ordinary process of law can be served on him;—*Therefore, it is ordered by the Court,* That publication be made for three months in the Carolina Observer, and Fayetteville Sentinel, that unless the said defendant appear at the next court, to be holden for the county of Cumberland, at the court house in Fayetteville, on the 7th Monday after the 4th Monday of September, 1825, to plead, answer, or demur, the said petition will be taken pro confesso and heard exparte.
Test, JOHN W. WRIGHT.
August 13, 1825—28-3m

100 Dollars Reward.

THE Mails of the United States of the 18th and 25th July, from Charleston to Fayetteville, and of the 23rd from Fayetteville to Charleston have been robbed. The above reward will be paid to any person who will communicate such information as shall lead to a discovery and conviction of the perpetrator. Two individuals are in confinement under circumstances calculated to excite a strong suspicion of their guilt. A considerable sum of money has been found in the possession of one of them. Any person who may have sent money or other valuable papers by either of the above mentioned Mails, will please forward a description of the same to this Office, as early as may be convenient. JOHN MAC RAE, Postmaster.
Post Office, Fayetteville, Aug. 6, 1825—27-tf

Fayetteville Academy.

A PRINCIPAL TEACHER is wanted in this institution, well qualified to instruct youths of both sexes in all the branches of an English and Classical Education, and to prepare young men for entrance into the Junior Class of any College in the Union. His moral character, and qualifications for teaching the Greek and Latin Classics, must be undoubted.

It is the design of the Trustees to contract with a Gentleman who will take upon himself the sole management and responsibility of the School, comprehending both departments, Male and Female, supply the same with Teachers of his own choice, and furnish every other necessary; in consideration of which he will be entitled to regulate the price of tuition, and to receive all the emoluments derived from it.

This plan is recommended by the experience, that salary employments do not stimulate to that industry and zeal, which are necessary to the successful progress and reputation of a large School, and has its foundation in that principle of self love, which prompts the exertions most where interest lies, by identifying the interest of the Teacher with the character of the School, thus affording to the public the surest guaranty of having their children faithfully taught.

The Academy lot and buildings are situated in a very pleasant part of the town, on one of the principal streets, and in the neighbourhood of the Episcopal and Presbyterian Churches. The lot is large, and well shaded in the front yard, which communicates with the street over a stile: The main building and wing are three stories high, with a double Portico in front, and is surmounted with a beautiful Beltry—the length and breadth of the main building is about 65 by 45 feet, divided into large apartments, separated by large halls or passages through the centre.

They are sufficiently capacious to accommodate a School of 200 scholars and a family, and the lot is supplied from a hydrant in the front yard with good and wholesome water.

Few prospects can be more inviting than the present, to a married gentleman with a family, qualified to assist in the School, or capable of taking boarders, (and such a person the Trustees would greatly prefer,) for it combines the advantages of twofold profits, to be derived from teaching and boarding children from abroad. And when it is known that this Academy is situated in a town with a population of 3600 souls, and that there is no Academy within 60 miles of it, in which the higher branches of learning are taught, the striking advantages of this offer cannot fail to make a strong appeal to the interest and enterprise of the first talents in the country devoted from necessity to the vocations of literature.

The Trustees will lease the buildings, lot, &c. from the first day of January next; (when the present lease expires) for one year; after which they will extend the term to any number of years the contracting parties can agree upon.

Letters, post paid, may be addressed to the subscribers at this place.
LOUIS D. HENRY, } Committee.
JNO. W. WRIGHT, }
Fayetteville, August 10, 1825—27-3m

To Rent.

A SHOP on Old Street, near Mrs. Perry's, with a Baker's Oven; a comfortable little dwelling on North Street, and one on Mumford Street. A very advantageous lease will be given of a handsome Building Lot (Jacob Eddy's.) on Rowan Street. Apply to J. MAC RAE.
August 10, 1825.—27-4t.

Fifty Dollars Reward.

RANAWAY from the subscriber in June last, his negro man DIMBO; he is a native of Africa, but having been brought to America at so early a period of his life, his nativity may not be discovered by his language; he is five feet seven or eight inches high, quite black, and has remarkable small feet and ears, and is marked on the neck agreeable to the custom of his country. It is reported that he has obtained a free pass, and intends passing as a free man. I will give the above reward if taken out of the state, and delivered to me in Lenoir county, near Kinston, or Twenty Dollars if taken in the state, and secured in any Jail so that I get him again.

The printers in the several towns in this state are requested to publish this advertisement three weeks in their respective papers, and forward their accounts for payment which shall be promptly attended to. If he should be apprehended, the earliest possible information will be thankfully received. JOHN COBB.
Lenoir county, July 26, 1825—27-3t

A Tobacco Factory for sale.

THAT valuable Factory and Lot of Ground, situated at Lower Fayetteville, contiguous to the Tobacco Warehouses, holding out a very advantageous and lucrative employment for a person acquainted with manufacturing Tobacco—the buildings are spacious and convenient, with Screws, &c. forming an L, each wing forty feet long and forty wide, with convenient rooms for storing the Tobacco. This valuable Factory is offered upon very moderate terms, and on a long credit—For further particulars apply at the Auction Store of
WILLKINGS & CO. or
A. DOBBIN and
D. CAMERON.
May 18, 1825—15-tf.

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

Ex'rs Robert Halliday vs. John R. Adam. } Original attachment, Levied on a lot of land in the town of Fayetteville, on Burgess and Hay streets, as the property of the defendant.

IT appearing to the satisfaction of this court, that the defendant, John R. Adam, is not an inhabitant of this State: Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiffs' demand, that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*
20-3m.

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

Judah & Callender vs. John R. Adam. } Original attachment, Levied on a lot of land in the town of Fayetteville, on Burgess and Hay streets, as the property of the defendant.

IT appearing to the satisfaction of this court, that the defendant, John R. Adam, is not an inhabitant of this State: Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

The President & Directors of the State Bank of North Carolina. vs. John R. Adam. } Original attachment, Levied on a lot of land in the town of Fayetteville on Burgess and Hay streets, as the property of the defendant.

IT appearing to the satisfaction of this court, that the defendant, John R. Adam, is not an inhabitant of this State: Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him, for the amount of plaintiffs' demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

John Smith vs. John R. Adam. } Original attachment, Levied on a lot of land in the town of Fayetteville, on Burgess and Hay streets, as the property of the defendant.

IT appearing to the satisfaction of this court, that the defendant, John R. Adam, is not an inhabitant of this State: Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

Ex'rs Duncan McLeran vs. John Nusom. } Levied on a house and lot on Person street, joining Norman McLeod.

IT appearing to the satisfaction of this Court, that the defendant, John Nusom, is not an inhabitant of this State. Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiffs' demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

William McIntyre vs. John Nusom. } Levied on a house and lot on Person street, joining Norman McLeod.

IT appearing to the satisfaction of this Court, that the defendant, John Nusom, is not an inhabitant of this State: therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

Martin McPherson vs. John Nusom. } Levied on a house and lot on Person street, joining Norman McLeod.

IT appearing to the satisfaction of this Court, that the defendant, John Nusom, is not an inhabitant of this State: Therefore, *Ordered,* That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk.*

Cape-Fear Navigation Company.

NOTICE IS HEREBY GIVEN,

THAT a Meeting of the President and Directors of the Cape-Fear Navigation Company will be holden at Fayetteville, on Monday the 12th day of September next.
By order, JOHN CRUSOE, Sec'y.

FURTHER NOTICE

IS HEREBY GIVEN, that the dividend of 4 per cent. declared and payable to the Stockholders of the Cape-Fear Navigation Company on the 1st day of October next, will be paid only to persons who appear, by the Books of the Company, to be the owners of the Stock, unless the real owners shall have procured a transfer of the Stock according to the following provisions of the charter, viz. "Section 14th, That it shall and may be lawful for every proprietor to transfer his or her share or shares, by deed executed before two witnesses, and registered, after the proof of the execution, in the Company's Books, and not otherwise, except by devise, which devise shall also be exhibited to the President and Directors and registered, before the devisee shall be entitled to draw any part of the profits from said tolls."
By order, JOHN CRUSOE, Sec'y.
Fayetteville, Aug. 1, 1825—26-6t
☞ The Editors of the Raleigh Register will please insert the above advertisement six weeks, and forward their account to John Crusoe, Treas'r.

Wholesale & Retail DRUG & MEDICINE STORE,

FAYETTEVILLE, N. C.

AT THE SIGN OF THE MORTAR.

R. T. GOODWIN has purchased from W. H. Maffett & Co. their Stock of DRUGS, MEDICINES, &c. and taken the Store formerly occupied by them on Hay Street.—In addition to their Stock he has just received from New York a fresh supply; and intends to keep always on hand a general assortment, which he will sell on reasonable terms. Orders from the country promptly attended to. Prescribed Medicines put up carefully and neatly.
Fayetteville, July 5, 1825—22-tf

Removal.

THE subscriber informs his friends, and the public in general, that he has removed to the Stand, formerly occupied by Mr. John McArn, on Person Street, a few doors East of the Cape-Fear Bank, and directly opposite to Messrs. Williams & Fenn's. Where he offers for sale at reduced prices—gentlemen's and ladies' Saddles and Bridles, plated and common Harness; together with a general assortment in his line, either at Wholesale or Retail. All orders from the country, shall be promptly attended to, and repairing done at the shortest notice. G. W. McDONALD.
Fayetteville, Aug. 4, 1825—26tf.

STATE OF NORTH CAROLINA,

ANSON COUNTY.
Court of Pleas and Quarter Sessions, July Term, 1825.

Hezekiah Hough vs. John T. Scott, } Original attachment, levied on 1 Dearborn wagon and harness, and one bedstead, as the property of the defendant.

IT having been made appear to the satisfaction of the court, that the defendant resides beyond the limits of the State: *It is therefore ordered, by the court,* That advertisement be made in the Fayetteville "Carolina Observer," for three months, that unless the defendant come forward on or before the next term of this court, to be held for the county of Anson, at the court house in Wadesborough, on the 2nd Monday in October next, and replevy and plead, that the property levied upon shall be condemned to plaintiff's recovery.
W. DISMUKES, *Clk.*

STATE OF NORTH CAROLINA,

ANSON COUNTY.
Court of Pleas and Quarter Sessions, July Term, 1825.

The President and Directors of the State Bank of North Carolina. vs. Boyd and Brame. } Original attachment, Ingoe D. Cash summoned as garnishee.

IT having been made appear to the satisfaction of the court, that the defendants reside beyond the limits of the State: *It is therefore ordered by the court,* That advertisement be made in the Fayetteville "Carolina Observer," for three months, that unless the defendants come forward on or before the next term of this court, to be held for the county of Anson, at the court house in Wadesborough, on the second Monday in October next, and replevy and plead, that the property levied on shall be condemned to plaintiffs' recovery.
W. DISMUKES, *Clk.*

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.
Court of Pleas and Quarter Sessions, June Term, 1825.

Hugh Campbell vs. John Nusom & Samuel Floyd. } Levied on a house and lot on Person street, joining Norman McLeod.

IT appearing to the satisfaction of this court, that the defendants John Nusom and Samuel Floyd are not inhabitants of this State: Therefore, *Ordered* That publication be made in the Carolina Observer for three months, that unless the defendants appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against them for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.
Test, JNO. ARMSTRONG, *Clk*

Blanks for sale.

From the N. York Review & Athenæum Magazine.

Examination of the Controversy between Georgia and the Creeks.

Shortly after the accession of the patriotic and venerable Washington to the chief magistracy of the republic, a treaty was concluded at N. York, in his very presence, with the Creek nation. These particulars are mentioned, that the sanction of that great and good man to the humane policy of the government may have its due weight with all who respect the purity and sagacity of the Father of his country. By this treaty the United States took the Creeks under their protection; guaranteed to the tribes their land, within specific limits; settled the manner in which offenders should be punished; and in order *"to lead them to a greater degree of civilization, and to become herdsmen and cultivators, instead of remaining in the state of hunters,"* the United States agreed to furnish, "gratuitously, the Creeks, from time to time, with useful domestic animals and implements of husbandry." This treaty bears date August 7th, 1790. Thus it appears that the United States at that time offered inducements to the Creeks to become cultivators of the soil, and to appropriate it for the purposes of civilized life, instead of using it for hunting ground. If they yielded to those inducements, the public faith is pledged to sustain them in that course. Our government is bound, our national character plighted, to encourage them in the wise resolution they have taken, to become civilized men, and to preserve the remnant of their tribe under the protection of this republic.

This pledge has been accepted, and on our part it only remains to fulfil it. In 1796 another treaty was concluded between the United States and the Creeks, and they bargained for blacksmiths and strikers, to be furnished by the U. States; thus plainly showing their intention to accept the humane offer of civilization from our hands. With these obligations subsisting on the part of the U. States, an agreement was entered into with Georgia in 1802, by which the U. States agreed to extinguish, at their expense, for the use of Georgia, the Indian title to all the lands within the limits of the state, *"as early as the same could be peaceably obtained on reasonable terms."* The consideration given by Georgia on her part, was the relinquishment of all claims to the vacant territory in the west, included within her boundaries as described in her charter, the proclamations of 1763, and the commission to Governor Wright; but which was claimed, together with the western lands, within the boundaries of Massachusetts, Connecticut, New York, Virginia, and North and South Carolina, as the common property of the confederacy, wrested from Great Britain by the united arms and treasure of the thirteen colonies and ceded to the U. States when their independence was acknowledged by the treaty of Paris. After the revolutionary war had closed, the other states, influenced by patriotic motives, and desirous of preventing all intestine disputes, as well as to hinder the undue aggrandizement of any one state, followed the example given by New York during the existence of that contest, and relinquished to the government all their back lands, either with or without an equivalent. Georgia, more fortunate, or less generous than her sister states, delayed her assent to that cession until 1802, when it obtained more favorable terms than the other members of the confederacy, whose titles to the western territory rested upon the same footing as hers was.

This cession, even if her title had been clearer than it was, Georgia was bound to make, by motives of gratitude and public duty, to the confederacy, whose arms had achieved her independence almost without her aid. Upon her making it, however, she received an ample equivalent. 4,259,000 dollars were paid to the state from the first receipts from the lands; in 1802, a treaty was made with the Creeks, by which a large portion of lands was ceded to the U. S. and vested in Georgia; in 1805, another portion was ceded in like manner. These cessions, together with the sums paid under the convention, cost the U. States nearly 8,000,000—a sum exceeding one half of the expense of the Louisiana purchase; and Georgia has received 15,000,000 of acres, to which the Indian title has been extinguished.—During the last war, a portion of the Creeks, instigated by hostile emissaries, and influenced by misrepresentations as to the intentions of the United States with regard to the Indians, took up arms against the whites, and were severely chastised by the army under Gen. Jackson. In 1814, articles of agreement were concluded with the whole nation, including the hostile party, by which peace was restored, a certain portion of Indian territory ceded, and in the second article the United States guaranty the integrity of all the Creek territory not ceded in the first article.

This treaty, or agreement, the Creeks considered as definitive, and as settling the boundaries within which they were to reside as a civilized people, according to the promises of our government. In conformity with that sentiment, shortly after that treaty, they passed laws constituting it a capital crime to propose any further alienation of their land.

Under these circumstances Gov. Troup became governor of Georgia, and upon his instalment in the executive chair, he commenced a crusade against the general government for the purpose of driving it into hostility with the Indians. The indecorous temper and style of his note to the late President of the United States and Secretary of war, would be passed by as unworthy of observation, did they not evince the character of the person at the head of that unfortunate state. They prove him to be entirely regardless of public opinion and public faith, and show a necessity of energetic measures on the part of the constitutional authorities to preserve the quiet and the character of the country.

These steps, at that time, failed to produce the expected effect. The national authorities were neither to be bullied, nor driven into measures derogatory to the country, and the Creeks resolutely refused to part with another acre of land. They said that they had sold all they could spare, and that they only reserved what was sufficient for their comfort and subsistence.

In this state of things, as the executive of Georgia threatened to drive the Indians from their possessions by force, it became necessary to take into consideration the respective rights and obligations of the Creeks, the United States, and the state of Georgia.

The Creeks, on their part, had bound themselves not to sell their land, except to the United States, and they had acknowledged themselves to be under the protection of our government. The U. States had encouraged them to commence the work of civilization, and to relinquish their vagrant habits; and the Creeks, in conformity with that benevolent policy, had begun to put on the character of a civilized people.

Again, the United States asserted a right to prevent any European power from purchasing the Indian title. This right was respected by the European powers; it was sanctioned by their practice, and the Creeks had confirmed it by the treaty of New York. But this was only a contingent right of property, depending upon the consent of the Indians. It was merely a right to the *ultimate* dominion of the soil, i. e. the sovereignty, to the exclusion of civilized

tions, and the absolute property upon the extinguishment of the Indian title. The colonies, before the revolution, and the states since that event, never conceived that they had a right to appropriate the soil without the consent of the aboriginal inhabitants. Treaties were made with them for that purpose, from the earliest settlements of the country. In some of the provinces, the Indian title was considered as complete, so that it might be transferred from an Indian to a white man without the consent of the government; and the determination of Andross to subject those titles in New England to a quit-rent or patent tax, caused a rebellion, which ended in his deposition and imprisonment. In other parts of the country, the colonists were compelled to purchase *through* the governments. But in no province did the colonists conceive their title to be good, so long as the Indian title remained unextinguished. To the honor of the country be it recorded, that in no instance did the public authorities sanction the abominable doctrine, that civilization gave to the white man a right to exterminate or enslave the aboriginal, or to confiscate or appropriate the property and land of his tribe. These Indians, whatever may be thought of that wisdom of the Providence that so ordered it, were the original occupants and owners of the country. They had enjoyed it from immemorial time. Our ancestors, indeed, had a right to land on this continent, and to occupy as much *vacant* soil as was necessary for their accommodation: but neither they, nor any other men, had a right to drive the aboriginals from their possessions. This right of accommodating themselves, by occupying vacant land in a wilderness, must be so exercised as not to interfere with the rights of others. It is founded upon a presumption, that the Deity intended the soil for cultivation; but the Deity also created the Indian to enjoy the soil after his manner; and unnecessarily to deprive him of his limited enjoyment, would not only be unjust, but cruel. Such are the great and immutable principles of morality and natural jurisprudence.

If, then, we could not, when unshackled by treaties, expel these people from their possessions, surely we cannot now, after defining their boundaries, acknowledging and guarantying their right to this land, encouraging them to quit their vagrant habits for those of cultivators, and when we have land in abundance without interfering with them. Should we not, by such an act of cold-blooded, deliberate, unnecessary perfidy, justly incur the scorn and indignation of mankind? This question is not answered by a reference to the articles of agreement between the U. States and Georgia. The U. States only had the right to purchase the Indian title, when they were willing to sell it, and this was all they could transfer to Georgia. On the other hand, this right was encumbered with an obligation to respect and guaranty that title. The Indians had a right, by treaty, to our protection and guaranty, and to our assistance in the great work of civilizing themselves. They also had a right of property, by the law of nature, to the soil, modified, indeed, by our right to occupy such portions as they did not need; but as to what was necessary for them, their right was absolute, and not to be affected by any claim of civilized man. This right has been so far changed by treaty as to become an absolute right, to what is within their prescribed limits; subject only to this condition, that if they conclude to part with their land, it shall be sold to the United States. Until they do that, they may use it as hunters or agriculturists. They may even divide it among themselves, and become a civilized people; and this government was bound, before the agreement with Georgia, and is now bound, to aid them in effecting that desirable object.

Georgia, therefore, could not acquire any right by its agreement with the U. States, except a right thus limited; and she took it, subject to all its accompanying obligations.

We should not have been thus minute in enforcing principles, which we had imagined to be axioms in morals and jurisprudence, had not the doctrines, advanced by the Governor and Congresssional delegation of Georgia, been directly opposite to these plans, and, what we must still consider, demonstrable principles. The authorities of that state contend, that upon the execution of the agreement of 1802, the fee simple of the Indian lands was vested in the state of Georgia, and that the aboriginals after that time, only occupied the soil by the sufferance and at the mercy of the United States.

The position we have shown to be indefensible. The fee simple of the Indian lands was not affected by the agreement of 1802. The Creeks were not parties to that treaty. Hence, if the fee simple belonged to them, it was not transferable; and if the U. States owned it, they transferred it, subject to the Indian title, and encumbered with all the obligations they had assumed.

But, in truth, the United States had no fee, and transferred none. They agreed to extinguish the Indian title within the state of Georgia, "when it could be peaceably obtained upon reasonable terms." By this cautious limitation of the agreement, the United States manifested their respect for the aboriginal title, and for the obligations imposed by former treaties; and Georgia only acquired a right to the land when that title was extinguished, with the consent of the Indians, the government of the state well knowing, at the time of making the agreement, that the United States were bound to civilize the Indians, and to attach them to the soil as farmers and as herdsmen, and that, as a necessary consequence, a portion of their land would be always retained by them. The right of occupancy, to which Georgia would restrict the Creek title, and still farther narrow it by making it temporary, might at any time, even before those treaties, have been changed by the civilization of the Indians into a complete right of property. These people are said to have only this right, instead of the right of property which other nations have to the soil: because they were wandering tribes, and did not occupy it as a settled and stationary people. They bestowed no labour upon it: and when they left their hunting grounds, it was with no determinate intention of returning. In such a situation, their claim to the soil was liable to be affected by the claim which civilized nations might set up to land that they did not use.

But if the aboriginals had commenced the work of civilization; if they had built villages for their permanent residence and planted fields, and in fact, shown their desire and capability to become a civilized and stationary people, their right to the land which they occupied would be an absolute right, not liable to be defeated by any claim of civilized man, founded upon their original vagrant habits. Civilized Indians have the same right to appropriate vacant lands, that civilized Europeans have. But when this right is strengthened by immemorial occupancy, and acknowledged and guarantied by this nation, it becomes a title, against which it would be an insult to our reason to urge the doubtful claim of civilized man. Such was the condition of the Creek tribes, when Governor Troup sought to drive the government of the U. States into a hostile attitude towards them. Their title was perfected by civilization. Their habits were those of agriculturists and herdsmen, and the mechanical arts began to appear in their towns. The general government, in compliance with its agreement with Georgia, endeavored to persuade the Indians to cede their land, or a portion of it, and appropriations were made to effect that object. The Creeks, by their acknowledged representatives, declared their determination not to sell another acre. At the conference in November last, with Colonels Campbell and Meriwether, the Creek chieftains declared, that in conformity with our recommendations they had undertaken to cultivate the soil and to breed cattle; that they had no more land than was sufficient for their purpose; and that, upon no consideration, would they part with another acre.

These Georgia commissioners, acting, no doubt, with the advice and knowledge of the governor, then proceeded to Washington, where they arrived in December, and represented the inclinations of the Creeks to sell so favourably, as to procure a further appropriation for that purpose, carefully suppressing their declared resolution not to part with another acre.—This was the commencement of a system of fraud and misrepresentation, highly discreditable to all concerned in it. Gen. Wm. M'Intosh, a known and steady friend of Georgia, was inclined to yield to the wishes of the state government. He was the head chief of the Coweta tribe: and the state authorities, together with the commissioners, determined to use him and his partisans as tools to defraud the nation of its territory. We are sensible of the gravity and importance of this charge, and that it deeply affects the character of the state; but we make it upon evidence which, we think, conclusively establishes it, and with the hope that, by the prompt and energetic interference of the national authorities, the national character may be preserved untainted and justice administered to the aboriginals.

In order to completely secure the influence of M'Intosh, he was appointed agent for the lands which were to be transferred; and by a separate or additional article to this treaty, it was stipulated to give 25,000 dollars for a piece of land belonging to him, called the Indian Spring Reservation—a price, which, to say the least, was very liberal. A summons was then issued to the Creeks, calling a meeting at these very Springs, M'Intosh not daring to trust himself in the midst of the nation, as he knew himself to be answerable to the lawmaking it a capital offence to propose a further alienation of lands. This law was proposed at Broken Arrow, shortly after Jackson's treaty in 1814, by M'Intosh himself, and formally re-enacted at a meeting of the Creeks at Polecat Spring in 1824, in order to put a stop to the negotiations concerning their lands. As the Indian Springs were at a distance from the majority of the tribes, and as the notice to attend was given but a few days before the time of meeting, only a few of the chieftains met the commissioners, and of these, only two signed the treaty—one of whom it is asserted by one of the U. S. agents, is not a head chief, or representative, of any Indian town. The other chiefs, four in number, upon being informed that the object of the meeting was to purchase their land, refused to give their consent, and left the council.

The negotiation, however, was continued by the commissioners, with M'Intosh and his party, and a treaty was concluded, by which all the Creek lands in the state of Georgia were ceded to the U. States. This treaty was signed by M'Intosh and one other chief, the other Indian signers not being chiefs nor representatives of towns, and having no legal right to sign the treaty on behalf of the Creeks, which they did at the instigation of M'Intosh. It is a strong argument against its validity, that with the exception of M'Intosh and Etomme Tustunnuggee, none of the Creek chieftains, with whom the Creek treaties have been usually concluded, appear to have signed or sanctioned this treaty, so vitally important to their welfare. The custom of that nation has been to form a council of the representative chieftains, amounting to about 40 or 50, and then to negotiate and sign the treaty. This treaty, however, bears none of those marks of authenticity. It is concluded at a distance from the nation, upon a short notice, and with a chieftain, who is secured a personal compensation of $25,000 by the treaty, and who is, besides, made the agent for the lands transferred.

The very remarkable expressions of the agents, in their letter to Gov. Troup, informing him of the conclusion of the treaty, are sufficient to excite the strongest doubts of the fairness of their conduct—"We are happy to inform you (they say) that we have just concluded a treaty *with what we call the nation.*" From the expressions of the Georgians, in the correspondence with the general government, we are warranted in concluding, that they did not require much evidence of the authority of those with whom they were negotiating, after they had discovered their willingness to cede their lands. In negotiating, they are the nation who are disposed to accede to the wishes of Georgia; but if the arms of the U. States, which Heaven forbid! should be directed against the Creeks, then another set of Indians will appear, who will be the nation, so long as it is to be an object of vengeance.

That this party, by whom the treaty has been sanctioned, forms but a small part of the nation, appears from a message of Gov. Troup himself to the legislature, urging the importance of taking measures to protect those Creeks, whom his ungovernable temper and misconduct has placed upon unfriendly terms with their countrymen.—We are informed by that document that the *hostile* Creeks have 4000 warriors, while the *friendly* party, which undertook to act for the nation, does not exceed 500.

This is not the only mark of fraud in this transaction. It is asserted that a letter of M'Intosh to the principal chief contains the following passage: "If you feel disposed to sell your lands, I will make the commissioners give you (the chiefs) $2000 each, and nobody shall know it." Is it credible that M'Intosh should have made this attempt to bribe the representatives of his country, without the knowledge and approbation of the commissioners? Do not the confident and familiar terms of the letter, not only imply their knowledge of this offer, but also M'Intosh's familiarity with their manner of negotiating? Is not this conclusion rendered irresistible, by an inspection of the treaty itself? By the second article, it is agreed, that the United States shall pay to the Creeks $400,000, of which $200,000 are to be paid immediately: and by a subsequent article it is stipulated, *at the particular request of the parties of the second part*, (viz. M'Intosh and his partisans) that the payment and disbursement of the $200,000 shall be made by the *commissioners negotiating this treaty.*" Why is not this sum distributed in the usual manner in which moneys payable by the United States are distributed? Why was it necessary to stipulate that those identical commissioners should distribute this first and largest instalment? Is it because these Creeks consented to assume characters not belonging to them, for the purpose of fraud, and that they sought to obtain the wages of corruption from those by whom they had been corrupted? The commissioners were to distribute this money, because they knew which of the nation were best entitled to receive it, i. e. which had been most subservient to the wishes of Georgia, and had been most instrumental in making this fraudulent treaty. In plain truth, this $200,000 was to be distributed only among the M'Intosh party, and this partial distribution, or *bribery* of a portion of the Creeks, at the expense of the nation, is openly and unblushingly defended by Gov. Troup, in his message of the 3d of June, 1825.

In order, however, to prevent any examination of these disgraceful transactions by the national government, this treaty was sent to Washington with the greatest despatch, and on the *nineteenth* day after it had been concluded in the western wilderness of Georgia, it was laid before the Senate of the United States at Washington, the very last day of its session.

The treaty was concluded on the 12th of February last, and was transmitted to Mr. Calhoun, and by him handed to the then President, on the 2d of March, with his advice, of course for its ratification, as it was fair upon its face, and accomplished an object which the United States felt desirous of effecting, when it could be properly done. The next day, having been approved of by the President, it was sent to the Senate, and thus committed to that body before the inauguration of Mr. Adams, who received it after his accession to the presidency from the Senate for his signature, that body having ratified it.

It thus appears, that the managers of this business transmitted the treaty from the western part of Georgia, with such despatch, as to prevent those Indians, who might be opposed to the sale of the lands, from being heard at Washington before its ratification. It is moreover asserted by Mr. Compere, the resident missionary in the Creek nation, that the Creeks, confiding in the benevolence and justice of our government, were persuaded that the Government would not regard this as a treaty, because it was not made with the consent of the nation.

If this be the case, and there is no reason to doubt it, a fraud has been practised upon the Indians, which it concerns the character of the country to disclaim.

To be concluded in our next.

Hayti.—The editors of the National Intelligencer think that some of our newspapers are in haste to anticipate difficulties from the new attitude of Hayti; and that our commercial intercourse can be superintended in both countries by persons residing in each. They state that in many instances our citizens act as the representatives of foreign nations—and may do so as to Hayti.—They seem to have forgotten, that although this may be done, and there may be no necessity for the reception of a black minister at Washington, yet the usual commercial intercourse among nations will be attempted to be established between the United States and Hayti. Suppose this intercourse established, can we flatter ourselves that American ships will be alone employed in the carrying trade between the two countries? May not serious evils grow out of the frequent arrival and departure of Haytien vessels at the ports of the Southern States? The intelligent editors of that paper will be at no loss to comprehend the nature and extent of the evils to which we allude; and, particularly, when they recollect the necessity which imposed upon S. Carolina the passage of a law, prohibiting, under severe penalties, the landing of persons of color within that state. The enforcement of this law soon gave rise to some altercation with G. Britain; and its constitutionality, as it related to certain persons in the Northern States, has been gravely enquired into. Under the existing circumstances of so large a portion of our country, the propriety of an unconditional recognition of independence and the establishment of an unrestricted intercourse, deserve the serious consideration of the government. We do not, however, permit ourselves to doubt, but that the government, in whatever course it may pursue, will have a just regard to the interests and safety of those who must be most affected by its policy. The condition of the British West India possessions gives to the subject the same importance to G. Britain; and it has been already suggested that the U. S. and that country should act in concert. We confess we do not see the necessity for this concert. Let us do what the occasion requires, and leave G. Britain to consult her own interests in her own way. Identity of interest may produce identity in policy; but will it justify the establishment of the dangerous precedent, of relinquishing the singleness and independence of our diplomatic negotiations?—*Richmond Enquirer.*

THE COURT MARTIAL.

SATURDAY, AUGUST 13.

The Court Martial met this morning, and immediately went into secret session, and so remained until past two o'clock, when they adjourned to meet at 10 o'clock, on Monday.

MONDAY, AUGUST 15.

Lieut. Whitlock was called and placed on trial, on a charge of neglect of duty. One witness was examined (Lieut. Comdt. Oellers,) who proved that he had found Lieut. W. asleep on his post at four several times, previous to three of which times he had been cautioned to be particularly watchful, as danger was apprehended. One witness was examined on behalf of the prisoner, who testified to his general good conduct, and to the arduousness of the duty to be performed on board these small vessels.

TUESDAY, AUGUST 16.

The Court met this morning, and received the Defence offered by the Counsel of Lieut. WHITLOCK, J. ELKINS, Esq.

When the Defence was closed, the Court was cleared for some time, and soon after the doors were again thrown open.

The trial of Lieutenant WILLIAM H. HUNTER was begun. The charge against this officer is *neglect of duty*—it is preferred by Commodore Charles Stewart, Commander of the United States' ship Franklin, of which ship the accused was first Lieutenant. It accuses him of permitting a certain Spanish officer called *Madrid*, to come on board the Franklin, and to remain there during her voyage from Callao to Quilca, without acquainting his commanding officer with the fact.

When called upon to plead to this charge, Lt. Hunter presented an answer in writing, in which, while he admitted the facts in the accusation, he pleaded not guilty to the charge of neglect of duty, inasmuch as he had permitted the person in question to remain on board under the full belief that the fact was known to Commodore Stewart. He was led to this belief in consequence of receiving a message from Mrs. Stewart, the Commodore's lady, conveying the order for such permission—and because the man was openly to be seen in the pantry, occupied by the cabin cook, (and which was immediately adjoining the cabin) being there employed in cleaning knives and performing other duties of an assistant to the cook, without any appearance of intentional concealment, nor did he ever suppose that Commodore Stewart was ignorant of his being on board, till more than a year after, when in Valparaiso, where the distress of the Commodore, on learning the facts of the case, satisfied the Lieutenant that he then heard of the circumstance for the first time.

This paper having been read, the Judge Advocate produced and laid before the Court the deposition of Delia Stewart, (the Commodore's lady,) taken at her residence in Massachusetts, a short time since. In this paper, Mrs. Stewart states, in answer to various interrogatories, the following facts.

That the person in question was personally unknown to her, when he came on board the Franklin, as she was getting under weigh in the harbor of Callao, bringing with him a letter from the Countess of Villa d'Hermosa, of Lima, to Mrs. Stewart, stating that the bearer was an unfortunate Royalist, who had embarked with her (the Countess) in a Genoese ship at Rio Janeiro, and under whose care she had been, on a voyage from that port to Arica: where the ship had been captured by a Patriot cruiser and carried into Callao. He also delivered a message from Madame Panaza, of Lima, at whose house the Countess was then staying, entreating her to take him into her protection, as his life was in danger. The stranger stated, that, expecting soon to leave Callao, he had neglected to procure passports, until it had been discovered that he was a native of Old Spain, in consequence of which he was in hourly danger of being arrested, which would speedily be followed by his being put to death. Mrs. Stewart had been personally acquainted with the ladies from whom he brought letters and messages, and receiving from the man himself the most solemn assurances of the innocence of his intentions, and the most affecting appeals to her humanity, she at length consented to aid in his protection and escape, and with that view committed him to the care of the steward. She had no further communication with him, and does not know by what means he left the vessel on her arrival at Quilca. She did not acquaint her husband with what she had done, because she supposed that if he remained wholly ignorant of the transaction, no blame could in any case attach to him—she declares that she knew nothing more of the stranger than what the letter and message above stated conveyed to her—nor did she apprehend that any injury could arise either to her husband or to the service from what she conceived to be an act of humanity towards an unfortunate man whose life was in imminent danger.

This deposition having been read, the Court was cleared, and continued in secret session till about 2 o'clock, when it adjourned to 11 to-morrow morning.

WEDNESDAY, AUGUST 17.

The Court met to-day, but did no business, save the reception of four communications from the Navy Department.

The first announced to the Court that, as several of its present members were summoned as witnesses in the trial of Captain Stewart, it had been judged proper to appoint a new court for that trial—(Capts. *Tingey*, *Biddle*, *Ridgeley*, and *Downes*, being omitted, and Captains *Crane*, *Cassin*, and *Reed*, added to the remaining members of the present Court. Captain Barron to remain President.

The second communication announced the approval, by the President of the United States, of the sentences of the Court in the cases of Capt. Porter, Lieut. Shubrick, and Lieut. Hunter.

The third dissolves the present Court, [The new Court, it is understood, will meet to-morrow for the trial of Lieut. Hunter.]

Washington.

We were politely furnished at the Department, yesterday, with a copy of the summary statement of the proceedings of the late Naval Court Martial, all of which have been approved.

"Captain DAVID PORTER was found guilty upon each of the charges and specifications, and sentenced to be suspended from rank and pay for the period of six months.

"Lieutenant E. D. W[illegible] was found guilty upon a charge of neglect of duty, and sentenced to be suspended from rank and pay or emoluments, for the period of three years.

"Lieutenant WM. M. H[illegible] was found guilty and tried upon a charge of neglect of duty, in permitting a foreigner by the name of [illegible]drid, to be received on board the Franklin, and to remain there without informing his commanding officer thereof, but was acquitted."—*Nat. Int.*

FOREIGN

FROM LIVERPOOL.

New York.

By the *Aurora*, which arrived yesterday from Liverpool, papers of the 29th June, inclusive, have been received.

From 5 to 6000 bales of cotton were sold at Liverpool on the 27th, and prices maintained during the preceding week.

Mr. King had declined accepting an invitation to a public dinner at Liverpool, on account of indisposition.

The British parliament was prorogued on the 9th July, by the King in person.

LATEST FROM ENGLAND.

New York.

We have had five arrivals this week from England, viz: the Liverpool packet *Manchester*, Capt. Lee; the Liverpool packet *Hector*, from Liverpool; the *Magnet* and *Sarah*, from London. By these arrivals, we have received London papers of the 4th, Liverpool, and the former of the 4th, Liverpool and the latter of the 5th July. The Price Currents of the 6th. The cotton markets was extremely dull, and prices declined about the same. The cargo of the *Euphrates*, which sailed on the 6th, sold that during the three days previous 368 bales were disposed of.—By this telligence these papers are unimportant.

The accounts from Greece, and London Sun of the 4th July, "are not of the news we have already received. Alexandria but little intelligence. The Turkish and Egyptian forces are said to be actively; Redchid Pacha has also received reforcements, and has resumed How far these accounts may be relied does not appear, and the exaggeration of events transpiring in Greece at different times, reached us to guard against too much confidence rumours."

The anniversary of the Independence the U. States was celebrated in London by a number of American gentlemen there and at Manchester. An oration given on the occasion, at which erty, Esq. presided. The American in the different docks displayed during the day.

The amount of duty paid for insurances on property, for is stated at 659,377*l.* sterling, being 3*s.* for every 100*l.* insured that the total amount of property in round numbers, about 4[illegible] Such being the value of property assured of necessity make on goods, furniture, &c. and it that as much in amount may ed, if the value of all other were to be added, we should wealth for England alone most incredible.

Spain.—In the British House on a question put by Mr. Brougham Canning, respecting the military of Spain by the French, Mr. his Majesty's Government had time, received assurances that no intention of continuing the pation of Spain, nor of retaining Spanish fortresses permanently reduction (he continued) of the French troops in the peninsula consequence of an application tish Government, and, in his was no occasion for alarm or regard to this subject. He believed French Government were quite to get their troops out of Spain be. There could be no doubt the case. Never was success some in its consequences than sion of Spain.

Hurricane in the West

The New-York Mercantile says—"We learn by the French lair, from St. Pierres, Mart. commenced there on the 26th and lasted till half past 9 next wind was from S. W. to S. the greatest violence about 9 from the S. No French vessels three American vessels were and went to pieces. The plan neighbourhood were not much Information from Guadaloupe great injury was done at Bas was nearly demolished—all the buildings were blown down.

sons perished, and the planta-
jured.
etre, several American vessels
oasters were driven ashore, and
or less damage.
x. (Dominico) all the vessels
At Barbadoes and St. Lucea,
sustained considerable damage.

Norfolk, August 15.

a French Fleet in Hampton

French squadron under Admi-
and GRIVEL, which were at
ce during the negotiation of the
en the French and the Haytien
, and subsequently touched at
ved in Hampton Roads on Fri-
13 days from the latter place—
n consists of two ships of the
60 guns, four of 44, a corvette
s, in all eleven sail, and is the
of war fleet that has been with-
s for nearly thirty years, except
admiral Cochrane, during the
We had the pleasure of a full
n from Willoughby's point, as
ed across the bay from the Cape
Comfort, under easy sail, with
rly breeze, in a line, with inter-
t two miles between them, and a
and imposing exhibition, or one
ated to inspire admiration, can-
conceived. On coming to an-
nior Admiral's ship, the Eylau,
e, which was answered by a cor-
number of guns from Fortress

rstand the squadron will remain
rs until the hurricane season in
dies is over.
ety of the exhibition of so large a
had its full effect on the curiosi-
citizens, and a large party went
steam boat Virginia on Saturday
enjoy it. After running down
he squadron, the Virginia bore up
headmost ship, the Eylau, and
breast of her lay to for a few min-
d the passengers an opportunity
view of that superb ship: when
the boats of the Eylau were sent
olite invitation from Admiral Ju-
ladies and gentlemen on board
, to visit his ship.—The invita-
fully accepted, and in a little
hole party were conveyed on
ylau, where they were received
ined with that distinguished po-
ntion, and hospitality, so cha-
of the French nation. After being
ugh every part of the ship, the
rty were conducted to the Admi-
ers, where refreshments were
nd, and the company were made
at home," by the polite and as-
tention of the officers, and took
with feelings of the warmest re-
ir entertainers. The Eylau, it
llected, was one of the squadron
ps, under Admiral Jurien, which
bout this time last year, and re-
Hampton Roads until late in Oc-
ber.

—A work just published in Eng-
ed "*Tales by the O'Hara Fami-*
es the following touching tribute
—to the truth and justness of
feelings of every man, on whom
f severe sickness has been laid,
ntarily respond. Never was a
ful portrait drawn by the pain-
hand.

en often remarked, that in sick-
is no hand like woman's hand,
ke woman's heart; and there is
an's breast may swell with unut-
row, and apprehension may rend
yet place him by the sick couch,
shadow rather than the light of
mp that watches it; let him
unt over the long dull hours of
wait alone and sleepless, the
f the grey dawn into the cham-
ering; let him be appointed to
try even for the sake of the bro-
heart or the father of his being,
rosser nature, even where it is
ect, will tire; his eye will close,
rit grow impatient to the dreary
though love and anxiety remain
ed, his mind will own to itself
s in of irresistible selfishness,
eed he may be ashamed of and
o reject, but which, despite of all
remains to characterize his na-
prove, in one instance at least,
weakness. But see a mother, a
wife, in his place.
man feels no weariness, owns no
n of self. In silence and in the
ch she dwells, not only passive-
er as the qualified term may ex-
meaning, joyously. Her ear ac-
ind man's instinct, as from time
atches the slightest stir, or whis-
eath of the now more than ever
who lies under the hand of hu-
ion. Her step, as in obedience
lse or a signal, would not waken
if she speaks, her accents are a
of natural harmony, most deli-
he sick man's ear, conveying all
can convey of pity, comfort and
and thus, night after night, she
like a creature sent him from a
rld, when all earthly watchful-
ailed—her eye never winking, her
r palled, her nature, that at all oth-
s weakness, now gaining a super-
rength and magnanimity, her-
ten, and her sex alone predomin-

and Jury of St. Lawrence Coun-
ork, have presented the Judges
unty for repeated and vexatious
their official duties. The terms
ted by the Judges to pass by,
y court being held.

Internal Improvements seems to be the order of the day in most of our Sister States.—At the late Convention of Delegates at Harrisburg, the meeting was opened, and addressed by Mr. John Seargeant of Philadelphia, on the advantages of opening a communication between the Eastern and Western parts of the State. In the course of his remarks he said, "that within the last 17 years, Pennsylvania had expended *eleven millions three hundred and forty-nine thousand seven hundred and seventy-nine dollars* on Internal Improvement, and that no one had ever imputed any portion of distress to that expenditure." He was clearly of opinion that whatever route should be agreed upon, the proposed communication should be opened *by the State.*

A committee was appointed, who subsequently reported resolutions declaring—That the character, permanent prosperity and happiness of the State demand an united exertion to open a connection between the Eastern and Western waters, from the Susquehanna to the Alleghany and Ohio, and from the Alleghany to Lake Erie. That the application of the resources of the State to this object, ought to be considered a valuable investment rather than an expenditure. That all local objects tending to a diffusive and unconnected application of the public means, ought to yield for the present, so as to allow an undivided exertion of the public strength in this great undertaking. That the people of Pennsylvania will fully sustain the Legislature in all necessary measures to accomplish it. That they regard with satisfaction the efforts of other States, and consider it wise in Pennsylvania to give every legal facility and concurrence, and that they view with pleasure the progress made in laying out the Canal from the Potomac to the Ohio, as well as the steps taken in New York for forming a connection with the North branch of the Susquehanna. The report provides for an address to the people on the subjects of Internal Improvement.

[These resolutions were adopted by the meeting and they adjourned.]—*Rich. Enq.*

The Albany Daily Advertiser, in speaking of the prosperity of that city, estimates the average daily arrivals and departures of strangers, in their ten steamboats and some fifty stages, besides canal boats, &c. &c. at from 5 to 700. It also gives the following news from the canal:

"From the tenth day of April to the first day of August, this year, *two thousand six hundred and eighty seven boats* departed from this city, and *sixty-three thousand eight hundred and thirty-two dollars* were received by the collector here on account of toll. During the whole of the last year, up to the seventh day of December, *twenty-seven hundred* boats departed from this city."

Mr. Clinton.—Last evening His Excellency Governor Clinton arrived in town from Philadelphia, and left this morning in the steam boat for Albany. The reception he met with in Ohio, and in the other states which he visited, is no less honorable to them than gratifying to his private feelings. He undertook the journey to promote a great national improvement, and every where he was welcomed as a public benefactor, entitled to the warmest acknowledgments of all who have the welfare of the country at heart.—*N. Y. E. P. 12th.*

Prize Essay.—The Committee appointed to award the prize of fifty dollars for the best Essay for the New York Mirror and Ladies' Literary Gazette, met on Wednesday evening to examine the pieces presented. There were sixty-three Essays, twenty of which had the Boston post-mark; and we understand that many of them possess great merit. The award was made in favour of an Essay on *Human Nature*, by Miss MATILDA MURRAY, of New York.

Our Colleges, in their eagerness to confer honorary degrees on prominent citizens, create annually such batches of LL D's and D. D's that they will very soon destroy the consideration in which those evidences of learning were once held.—*Nat. Int.*

Gullibility.—The Rev. Mr. Frye, the Jew convert, has acknowledged with thanks having received about 1500 dollars, in collections made in 88 towns in *New Hampshire.* In making the collection he travelled more than 1000 miles, and formed 75 Auxiliary Societies, in eight weeks, during the hottest of the weather.

The *Ladies*, or rather some of the ladies of Huntsville, Alabama celebrated the last 4th of July by a public dinner at a Tavern! They ought to have seen a self-condemnation in their second regular toast.

"*Home*—The best reflector of woman's brightness."

The Brazilians have a very curious idea as to the origin of the black race:—At the time, say they, of the creation of Adam, Satan looked on and formed a man of clay, but every thing he touched becoming black, he determined to wash him white in the Jordan: on his approach the river retired, and he had only time to push the black man on the wet sand, which, touching the soles of his feet and the palms of his hands, accounts for the whiteness of these parts. The Devil, in a state of irritation, struck his creation on the nose, by which the flatness of that organ was accomplished. The Negro then begged for mercy, and humbly represented that no blame could be attached to him, upon which the other, something pacified, patted him on the head, and, by the heat of his hands, curled his hair in the way it is seen at the present day.

Blanks for sale here,
And Printing, generally, executed.

OBSERVER.

FAYETTEVILLE:

THURSDAY MORNING, AUGUST 25, 1825.

ELECTION RETURNS.

Montgomery—James Le Grand, S.; John Dargan and Thomas C. Dunn, C. State of the poll: Senate, Le Grand 374, Kendall 337. Commons, Dargan 784, Dunn 654, Butler 358.

Randolph—William Hogan, S.; George Hoover and Abraham Brower.

Rowan—Samuel Jones, S.; John Clement and George Andrews, C.

Town of Salisbury—David F. Caldwell.

Davidson—Jesse Hargrave, S.; John Smith and Joseph Spurgen, C.

Cabarrus—Lawson H. Alexander, S.; Robt. Pickens and Christopher Melcher, C.

Mecklenburg—William Davidson, S.; Matthew Bain and Thomas G. Polk, C.

Stokes—John Hill, S.; A. H. Shepperd and William Carter, C.

Buncombe—Athan A. McDowell, James Weaver and David L. Swain, C.

Surry—Henry P. Poindexter, S.; Galliher Moore and Davis Durrett, C.

Orange—Wm. Montgomery, S.; Wm. McCauley and John Boon, C.

Town of Hillsborough—John Scott.

Guilford—Jonathan Parker, S.; Francis L. Simpson and William Unthank, C.

Rockingham—Mr. Bond, S.; James Barnett and Robert Martin, C.

Person—R. Vanhook, S.; J. G. A. Williamson and Thomas Webb, C.

Greene—Jesse Speight, S.; Charles Edwards and R. H. F. Harper, C.

Chowan—Wm. Bullock, S.; Wm. Walton and Joshua Newborn, C.

Town of Edenton—James Iredell.

Pasquotank—John Pool, sr. S.; Thos. Bell and Wm. I. Hardy, C.

Camden—Willis Wilson, S.; Thos. Tillett and W. B. Webster, C.

Hertford—James Copeland, S.; John Vann and Isaac Carter, C.

CONGRESSIONAL ELECTIONS.

Our statement of the poll in this District was not altogether correct. The following is from the official returns:

	McNeill.	Culpeper.
Anson	139	1195
Montgomery	321	667
Moore	827	119
Robeson	579	297
Cumberland	820	194
Richmond	400	433
Total	3086	2905

Majority for McNeill 181.

We are informed, that at Richmond Court House, on Thursday last, both these gentlemen declared that they would never offer again.

The following statement of the poll in the Wilmington district is from the official returns.

	Holmes.	Hooks.
New Hanover	553	270
Duplin	255	784
Sampson	906	225
Onslow	350	256
Bladen	535	140
Columbus	192	274
Brunswick	556	33
Total	3254	1982

Majority for Holmes 1272.

Salisbury District—John Long, re-elected, by a majority of 357 votes over John Giles. State of the poll:

	Long.	Giles.
Rowan	185	1084
Davidson	579	711
Randolph	1240	147
Chatham	1239	347
Total	3246	2889

In the Halifax District, Willis Alston is elected.

In the Newbern District, John H. Bryan is elected by a small majority over Richard Dobbs Spaight. Though absent from the State at the election, and not a candidate, Mr. Bryan was elected to the Senate of the State Legislature, as well as to Congress.

In the Edenton District, the very Honorable Lemuel Sawyer is elected by a majority of about 800 votes over Alfred M. Gatlin.

Edgecomb District—Mr. Hines has succeeded, by a small majority over Dr. Hall.

Surry District—We have the return from Surry County, in which the vote was, for Williams 1009, for Franklin 772. A letter from a gentleman in Surry says, that "Mr. Williams is undoubtedly re-elected, by a large majority, say from 6 to 800."

In the Buncombe district, Samuel P. Carson is elected, by a small majority over his opponents Robert B. Vance and James Graham.

The late Congressional Election has resulted in the choice of the following gentlemen to compose our representation in the Nineteenth Congress:

Samuel P. Carson*	Arch'd McNeill*
Lewis Williams	Gabriel Holmes*
Henry Conner	Richard Hines*
John Long	Willis Alston*
R. M. Saunders	John H. Bryan*
W. N. Edwards	Lemuel Sawyer*
Willie P. Mangum	

* New members, in the room, respectively, of Dr. Vance, John Culpeper, Ch. Hooks, Thos. H. Hall, George Outlaw, sen., R. D. Spaight, and A. M. Gatlin.

We refer our readers to the first page of this paper for the commencement of a very interesting historical view of the Georgia and Creek controversy, extracted from the New York Review and Athenæum, a new periodical work which promises to be a formidable rival of the North American Review. The article we have copied, besides possessing the merit of a good style, presents a more full, and we believe correct, statement of the facts, than we have met with any where else. To all who wish to understand this delicate subject, we recommend an attentive perusal of it. The remainder will be given in our next, its length making such a division necessary.

John Murphy, formerly of Robeson county, in this State, has been elected Governor of the State of Alabama, for two years, without opposition.

G. W. Owen is re-elected Representative to Congress from the same State.

Com. Porter has, as we anticipated, been found guilty by the Naval Court Martial, and sentenced to six months suspension from his rank in the Navy. The punishment is very light, being inflicted, we presume, merely to evince disapprobation of the Commodore's conduct. It will, however, we should suppose, have all the effect on the high spirit and nice feelings of this gallant officer that the most rigid sentence would have had. What his course will be, remains to be seen. We hope it may not be directed by the rashness which has characterised some of his acts, and which we think a resignation of his commission would be. The part of wisdom is surely to submit with a good grace to the decision; and, by so doing, he will add to the claims he already has on the respect and love of his countrymen.

The Court Martial was engaged, on Thursday and Friday last, in the trial of Com. Stewart, which will probably occupy some time.

At a dinner given to Gen. Lafayette in Leesburg, Va. Mr. Adams, who was a guest, gave the following toast:

The living records of the War of Independence—Like the prophetic books of the Sibyl, increasing in value as they diminish in numbers.

The last Milledgeville papers contain two long letters from Gov. Troup to the President, written in his usual strain. The following paragraph is extracted because it flatly contradicts Gen. Gaines. Our readers will be at no loss, we apprehend, to decide to which of them credit is due.

"With regard to the first letter of General Gaines, to which I have called your attention, he does not seem to have been content with addressing a letter so exceptionable to the head of this Government—He assumes the authority to order its publication, on the allegation of some pretended and undefined malicious falsehoods in circulation, and which he makes the foundation of an appeal to the public—an appeal more censurable than that for which the gallant and meritorious Porter is now answering before a Court Martial assembled by your order, inasmuch as the latter only defends himself against inculpatory charges made by his own government, whilst the former who was bound by equal respect to this Government does not pretend that any charges of any kind had been preferred by it against him—It is in this letter too that Gen. Gaines has fallen into the shocking extravagance of asserting what nobody can believe, that the M'Intosh party which made the treaty constituted but a fiftieth part of the Nation; and it was in the same letter made known officially to this government that he had happily concluded a pacification of the Indians, when at that moment he was as remote from the pacification as he ever had been, of which fact I have even within the passing hour received the most incontestable evidence."

The following is an extract from a communication in a paper devoted to the Troup party, written by a friend to that party; and, coming from such a source, we presume it correctly points out the course which the Governor has at last wisely determined to pursue.

I apprehend, then, that Gov. Troup, having done every thing that he deemed necessary and *nothing more than he honestly believed to be necessary*, to secure the rights of Georgia, and to promote the wishes of her citizens, and having been thwarted in all his views by a most unexpected and unreasonable opposition, is now disposed to let the interests of Georgia in relation to the lately acquired territory remain where they have been placed by the United States authorities; at least till the approaching sessions of Congress and the state Legislature.

We learn from the Georgetown Metropolitan that on Monday the very interesting ceremony of *taking the veil* was witnessed at the *Visitation* in that town. The subject who bid adieu to all the substantial pleasures of life for the cross and the cloister, was the amiable and interesting daughter of Capt. Jones of the Navy.

General LAFAYETTE, attended by his Son, and Secretary, left the city on Saturday, in the Steam boat Mount Vernon, for Virginia, on a farewell visit to the venerablec itizens JEFFERSON and MADISON, and other gentlemen in that part of the country. The General will not return to Washington before the 24th instant.—*Nat. Int. 15th.*

PORT OF WILMINGTON.

From our correspondent.

ARRIVED,

Brig Baltimore, Small, Savannah.
Schr. Fame, Huntington, Port au Prince.

CLEARED,

Schr. Ann & Rebecca, Ruark, Bermuda.
Schr. Wesleyan, Willis, Beaufort.
Schr. Mary Adams, Pugh, Edenton.
Schr. Regulator, M'Ilhenny, Charleston.
Sloop Belle, Child, St. Thomas.
Schr. Horatio, Hubbell, Philadelphia.

NEW YORK, Aug. 11—Cleared, brig Damon, Potter, and schr. Martha, Mason, for Wilmington.

August 15.—Below, brig North Carolina, from Wilmington.

August 16.—Arrived, sloop Fair American, Thomas, Wilmington, 6 days.

August 17.—Below, schr. Adno, from Wilmington.

BOSTON, August 12.—Arrived, Schr. Adventure, Vinal, from Wilmington.

PROVIDENCE, August 9.—Arrived, Schooner Mary, Gorton, from Wilmington, N. C.

BALTIMORE, August 19.—Arrived, Schr. R. H. Douglass, Griffin, from Wilmington, N. C.

MARRIED,

On Thursday evening the 4th inst. Mr. John McNeill to Miss Catharine Johnson, daughter of Mr. Neill Johnson, all of Richmond county.

DIED,

In this county, on Thursday last, aged 3 years and 8 months, Archibald Buie, and on the next day, aged 6 years and 5 months, Betsy Jane, children of Alexander McAlister, Esq.

At the seat of Governor Burton, in Halifax, a few days ago, Mrs. Jones, the relict of that patriot and revolutionary worthy, Willie Jones, of Halifax.

In Bertie county, on the 13th inst. George Outlaw, sen. Esq. formerly Speaker of the Senate of our Legislature, and late a Representative to Congress.

Another distinguished Hero of the Revolution—a most firm and enlightened Statesman, a Patriot beyond suspicion and without reproach—the model, throughout his life, whether public or private, of a pure and virtuous citizen and magistrate—the wise associate of the ancestors of our liberty, the bright and immortal example of all ingenuous youth, who would identify their names with their country's honor and happiness, Charles Cotesworth Pinckney, is no more.—*Chas. Courier.*

THE MARKET.

Cotton, 15½ cents, sales. Bacon 6½ a 7½. Candles, mould, 15. Coffee, 18 a 21.—Corn, 70. Flour, superfine $5 a 5½; Iron. 6. Oats, 35 a 40. Sugar, common to prime, 9 a 11. Salt, Liverpool, 60 a 90; Turk's Island, &c. 70 a 75. Steel, American, 8 a 9. Tobacco, leaf, 4 a 5. Tin, ½ x 16 to 18. Wheat, new, 90 a 100.

I HAVE fully empowered Mr. Robert T. Goodwin to act as my Attorney, during my absence.
WM. H MAFFETT.
Fayetteville, August 20, 1825.—29tf

Dissolution.

THE Co-Partnership heretofore existing between the subscribers, under the firm of M'CORKLE & DEJARNATT, is this day dissolved by mutual consent. The business of the firm will be settled by Wm. B. M'Corkle, who is authorised to make settlements and give discharges.

WM. B. M'CORKLE,
JOHN P. DEJARNATT.
Wadesborough, (N. C.) August 15, 1825—29-2t

The subscriber returns his sincere thanks to the public in general for their former custom, and informs them that he has purchased the Stock of Goods of M'Corkle & DeJarnatt, which is a very complete assortment; in addition to which, he expects in a few weeks, a handsome supply of all kinds of Goods from New York, which he will sell on reasonable terms for Cash, or a short Credit.—Those who continue to patronise him, will be thankfully acknowledged.

WM. B. M'CORKLE.

COHEN'S OFFICE, *Baltimore,*

WHERE *all the Great Capitals* were sold in the last GRAND STATE LOTTERY, which was drawn on the 27th July—viz: the 40,000 Dollar Prize to a gentleman in *Philadelphia*,—the 10,000 Dollars sent to *Pittsylvania County, Virginia*—the 5,000 Dollars sold in Shares; *One Half* sent to *Warrenton, N. Carolina*—*One Quarter* to *Caswell Court House, N. Carolina*, and the remaining *Quarter* to *New York.* The minor Prizes were variously distributed.

THE NEXT SCHEME:

Grand State Lottery

of Maryland,—to be drawn by the Improved Mode (*Odd and Even system*) secured by Letters Patent from the United States, and under the superintendence of the Commissioners appointed by the Governor and Council. The whole to be completed *IN ONE DAY.*

Highest Prize $30,000.

SPLENDID SCHEME:

1	prize of	$30,000	is	30,000
1	-	10,000	-	10,000
1	-	5,000	-	5,000
10	-	1,000	-	10,000
10	-	500	-	5,000
30	-	100	-	3,000
60	-	50	-	3,000
100	-	20	-	2,000
200	-	10	-	2,000
400	-	5	-	2,000
20,000	-	4	-	80,000
20,813 Prizes				$152,000

40,000 tickets.—Not one blank to a prize.

MODE OF DRAWING.

The numbers will be put into one wheel as usual—and in the other wheel will be put the prizes above the denomination of $4, and the drawing to progress in the usual manner. The 20,000 prizes of $4 will be awarded to the odd and even numbers in the lottery (as the case may be) dependent on the drawing of the capital prize of Thirty Thousand Dollars; that is to say, if the $30,000 prize should come out to an odd number, then every odd number in the scheme will be entitled to a 4 dollar prize. If the $30,000 prize should come out to an even number, then all the even numbers in the scheme will be each entitled to a prize of $4.

Odd Numbers end with 1, 3, 5, 7 *or* 9,
Even Numbers end with 2, 4, 6, 8 *or* 0,

This mode of drawing not only enables the commissioners to complete the whole lottery in one drawing, but has the great advantage of distributing the small prizes regularly to every alternate number in the scheme, so that the holder of two tickets (one odd and one even number) will be certain of obtaining at least one prize, and in the same ratio for any greater quantity.

A ticket drawing a superior prize in this scheme, is not restricted from drawing an inferior one also; many tickets, therefore, will necessarily obtain two prizes each.

☞Every Prize payable in Cash, which, as usual at COHEN'S OFFICE, can be had *the moment they are drawn.*

Tickets will Rise

on the 1st September, to *Five Dollars;* until which time, the price will continue, viz:

Whole Tickets	$4	Quarters	$1 00
Halves	2 00	Eighths	50

To be had, in the greatest variety of Numbers (Odd and Even) at

Cohen's

LOTTERY & EXCHANGE OFFICE,
No. 114, *Market street, Baltimore:*

Where all the Great Capitals were sold in the Grand State Lottery which was completed a few days ago—And *where more Capitals have been sold than at any other office in America.*

☞ORDERS from any part of the United States, either by mail (post paid) or private conveyance, enclosing the Cash or Prize Tickets, in any of the Lotteries, will meet the same prompt and punctual attention as if on personal application. *Address to*

J. I. COHEN, Jr.—*Baltimore.*

☞COHEN'S "*Gazette and Lottery Register,*" which will be published immediately after the drawing, will contain the complete List of Prizes, and will be forwarded *gratis*, to all who purchase their Tickets at COHEN'S OFFICE, and who signify their wish to receive the same.

Baltimore, August, 1825—29-2t.

POETRY.

A TEMPLE TO FRIENDSHIP.—By Moore.

"A temple to Friendship," said Laura, enchanted,
"I'll build in this garden; the thought is divine."
Her temple was built,—and she now only wanted
An image of Friendship to place on the shrine.
She flew to a sculptor, who set down before her
A Friendship, the fairest his art could invent,
But so cold and so dull, that the youthful adorer
Saw plainly this was not the idol she meant.

"O, never," she cried, "could I think of enshrining
An image whose looks are so joyless and dim,
But you little god upon roses reclining,
We'll make, if you please Sir, a Friendship of him."
So the bargain was struck—with the little god laden,
She joyfully flew to her shrine in the grove,
"Farewell," said the sculptor, "you're not the first maiden
Who came but for friendship, and took away love."

Hay Mount School.

THE Exercises of this School will be resumed on Friday the first of July, the present week.—Having engaged Mrs. Unthank as an Assistant in the government and instruction of the School, the subscriber flatters himself, that, by their attention and assiduity to the improvement of those committed to their charge, to be enabled to deserve the continuance of public patronage. Terms as heretofore.

F. A. MORELL.

Fayetteville, June 29th, 1825.—21-tf

The Wagon Yard,

Hay Street, about half way between the Town House and Hay Mount,

IS WELL worth the attention of Wagoners—affording them shelter for their Horses, comfortable Houses for themselves, abundance of pure water, and every thing to make their situation comfortable, at the moderate price of 25 cents for a day and night.—A grocery store is attached to the Yard, where they may purchase by the small quantity, at reduced prices, any article in the grocery line.

August 10, 1825—27-6t.

Notice.

I SHALL leave this place for the North, on the 15th inst. and my Notes and Accounts will be left in the hands of F. T. Stanley, who is duly authorised to transact business for me, during my absence.

H. G. NELSON.

August 10, 1825.—27-tf.

Horne's Introduction.

GENTLEMEN desirous of possessing this valuable work at the subscription price, $12, are advised that a call at this office within a few days will ensure it to them; but, as it will no doubt be published very soon, they will be unable to obtain it for less than $16, if they neglect to subscribe.

July 5, 1825.

Cotton Saw Gins

JUST received, and for Sale by

DUNCAN THOMPSON.

July 12—23-tf

Notice.

THE copartnership heretofore existing between John A. Cameron and James Townes, under the firm and title of Cameron & Townes, being dissolved, and all the effects of said concern having been conveyed in trust to the subscribers, for purposes therein expressed—

This is to give notice, to all indebted to said concern, to come forward as soon as possible and pay their respective balances to either of the subscribers, who alone are authorised to receive and grant receipts for the same.

WM. CAMERON,
JOHN M. DOBBIN,
Agents and Attorneys for the late firm of Cameron & Townes.

15th March, 1825.—6-tf

Notice.

MR. F. T. STANLEY is appointed my Attorney, and fully empowered to transact business for me, and in my name.

E. E. LEWIS.

June 29, 1825.—21-tf

Negroes for Sale.

SOME valuable negroes for sale, on moderate terms, for cash. For particulars apply to Mr. Martin M'Pherson, sen.

February 2nd—100-tf

STATE OF NORTH CAROLINA,

CUMBERLAND COUNTY.

Court of Pleas and Quarter Sessions, June Term, 1825.

John Kelly vs. John Nusom. } Levied on a house and lot on Person street, joining Norman McLeod.

IT appearing to the satisfaction of this court, that the defendant, John Nusom, is not an inhabitant of this State: Therefore, *Ordered*, That publication be made in the Carolina Observer for three months, that unless the defendant appear on or before the first day of next term, replevy and plead to issue, judgment final will be entered against him for the amount of plaintiff's demand, and that there be judgment of condemnation on the lands levied on.

Test, JNO. ARMSTRONG, *Clk.*

GARDEN SEED.

THE subscriber has just received at his Book Store, on consignment, a general assortment of GARDEN SEED.

JAS. HADLOCK.

Fayetteville, Nov. 4, 1824—387tf.

50 Bags COFFEE,
30 Casks Nails,
20 Crates Crockery, assorted for country traders, received by Steam Boat North Carolina,
And for Sale by E. E. LEWIS.

April 20, 1825—11-tf

Domestic Goods.

40 Cases Leghorn and Straw Bonnets
100 Nests *Band Boxes*
10 Cases Whittimore's Cotton Cards
3 Cases Wool Cards
20 Bales brown & bleached Domestic Cottons
And a general assortment of Shell, Ivory and Imitation COMBS, just received, and
for Sale low, by E. E. LEWIS.

March 31, 1825.—8-tf

100 Casks of Unslacked *LIME*,
For Sale by JNO. HUSKE.

April 13, 1825.—10-tf

Spring Goods.

THE Subscriber has just opened a large and well selected assortment of *New and Fashionable SPRING DRY GOODS*, which are offered at wholesale at a small advance.—Country Merchants are solicited to call and examine.

E. E. LEWIS.

March 31, 1825.—8-tf

100 Pieces of heavy 42 inch Cotton Bagging
2000 bushels Liverpool Salt,
25 bags prime green Coffee,
For sale by J. HUSKE.

Selling off at Cost.

MRS. PERRY is now selling at cost, her stock in trade; consisting of a large assortment of Crockery Ware, best quality of Liverpool Salt, Groceries, Bacon, Dry Goods, &c. &c. &c.

Private families will find it much to their advantage to call at her store, corner of Mr. Eccles' Mill.

Fayetteville, 2d Aug. 1825.—26tf

FISH!

130 Barrels Herrings, (Brownrigg's brand,) just received, and for sale, by

M'NEILL & KIRKLAND.

August 4—74*

Port Wine,

10 Doz. Superior Quality (warranted genuine.)

M'NEILL & KIRKLAND.

April 20, 1825 —11-tf

I HAVE separate assortments of well selected Dry Goods, suitable for country stores—cost from 700 to $1000 each—for sale by the subscriber on accommodating terms.

ALSO

A second hand carriage with harness, price $100.

JOHN HUSKE.

Fayetteville, November 11—388tf

JOHN M'ARN,

RESPECTFULLY informs his customers and the public, that he is now receiving a handsome supply of

SEASONABLE GOODS

And Newest Fashions,

Which have been bought in New York, principally at Auction, great care having been taken to purchase them as low as they could possibly be bought in the City, and as they will be sold for Cash only, they may be expected at unusually cheap prices, wholesale or retail.—They consist as follows, viz:

Super. Black, Blue, Olive, Claret and Drab Cloths
Sattinets, Denmark Satteens
Bangup Cords, Silk Stripe Florentines
Plain, twilled, and figured Bombazettes
Wellington Stripes, Cotton Florentine
Caroline Plaids, Flannels
Linens, a variety, in whole and half pieces
White Drillings, Nankeens,
Bleached and Unbleached Cotton Shirtings and Sheetings
American blue plaid Ginghams
India Custahs
Table, bird eye and Russia Diaper
Thread Cambrics and Long Lawns
Thread Laces, furniture Fringe
Fancy Cambric and Muslin Prints, a variety
Plain and figured Jaconet Cambries and Muslins
Plain and figured Swiss Muslins,
Superb Swiss Muslin Cravats
Rich Swiss Muslin half Handkerchiefs and Caps
Swiss Bands and Tippets
Book and Mull Muslins
Victory White Robes
3-4 and 5-4 super. Cambric Dimity
Inserting and Merino Trimmings
Ladies' Cotton Hose, Men's half do
Clark, Spool, Floss and Sewing Cotton
Darning Cotton and Cotton Balls
Russia Duck, brown and black Linen
Super. 3-4 and 4-4 Furniture Chints
12-4 Marseilles Quilts
Superior Linen and Cotton Bed Tick
Cotton Umbrellas,
Colored Cambrics, a variety
White and Green Gauze Veils
Rich Lace Shawls, Crape Handkerchiefs
Black Silk Velvet
Black and White Italian Crape
Rich trimmed Gauze Robes
Green Florence and Levantine
Ladies' stout embroidered Silk Hose
Do plain and ribbed, black and white do
Black and White Silk Gloves
Ladies' Kid Gloves, Men's Horse Skin do
Silks, Mandarin Crape Robes, fancy colors
Black Canton Crapes
Black Satins and Sarsnetts
White Crape Liece and figured Silk Lace
Rich black, white, brown, pink and lead colored figured Silks
Rich Silk Handkerchiefs, fancy colors
Fashionable Gauze and Zelia Handkerchiefs
Choppa Romall Handkerchiefs
Rich Satin & Gimp Trimmings & Cords, a variety
Ribbons, a variety, richest kind, & newest style
Men's and Ladies' Umbrellas and Parasols
Ladies' and Misses Bolivar Leghorn Hats, by the Case, or otherwise
Straw Flats, Bandboxes and Reaths
Fancy House Paper
Do Rich do for Screens
Men's fashionable Black Hats
Do do Drab do
Do do Seal Drab do
Servants' Glazed Hats
Fashionable Morocco and Prunel Shoes
Ladies' Fancy Work Boxes
Indelible Ink and Ink Powder
Scissors, Pins and Needles
Coat and Pearl Buttons
Phosphorus Pocket Lights
Shell, Side and Tuck Combs
Imitation do do do
Toilet and Dressing Glasses
Pillar do
Lead Pencils and Pencil Cases
Chimney Ornaments
Transparent and Windsor Soap
Cotton Galloons and Quality Binding
Fancy Necklaces, &c. &c. &c.

Fayetteville, May 3, 1825.—13-tf

100 Dollars Reward.

RANAWAY from the subscriber, living in Putnam county, Geo. on the night of the 24th inst. five Negro fellows, to wit:

POMPEY, about five feet ten inches high, black, well made and carries himself very steady, about thirty-five or forty years of age, no mark recollected.

HAMPTON, about five feet ten inches high, black, well made, aged twenty-five or thirty years, has rather an ill look, shows the white of his eye when looking at a person, no mark recollected.

ABRAHAM, a well made fellow, very black, and rather a smooth face, has a good countenance, some of his fingers on one of his hands a little drawn from a burn, (I believe his right hand,) aged about twenty-one years, about five feet ten or eleven inches high.

CHARLES, a well made fellow, about five feet ten inches high, a good countenance and black complexion; about twenty-one years of age, no mark recollected. The above four negroes I bought of John Martin, of Jones county in April last, who brought them from the City of Washington and Maryland.

JOHN, a slim well made fellow, about six feet high, has very pleasant countenance, yellow complected, aged about twenty-two years; no mark recollected. I bought him from Messrs. Lewis & Townsend, in February last. John came from Maryland, I believe.

Any person delivering the above said negroes to me, shall receive the above reward, if taken out of the state, or fifty dollars if taken and lodged in a safe jail, and giving me immediate information so that I can get them, or in proportion for any one of them.

VIRGIL H. WALKER.

July 30, 1825—27-9t

THE subscriber has authorised Edward L. Winslow to collect all sums of Money due the late concern of Winslow & Huske, and to grant discharges therefor.

JNO. HUSKE, *Surviving Partner.*

April 13, 1825.—10-tf.

Charles Stuart

HAS just received, from New York and Philadelphia, and is now opening, an extensive Assortment of

DRY GOODS, HARDWARE, CUTLERY, SHOES, &c.

Suitable for the Season. Also,

A General Assortment of Crockery, Plain and Cut Glass, and China Ware.

His assortment of GROCERIES is now complete, and Liquors warranted pure and unadulterated.

Rowland's Mill and Cross cut Saws, Dupont's Powder, and a few bbls. of Ale of a superior quality.

Fayetteville, May 16, 1825—15-tf

Cheap Cash Store.

THE subscriber has received by the late arrivals from New York and Philadelphia, a large addition to his former stock, among which are:

Spendlove & Co.'s superior Beaver Hats, black, drab, and white
Swing and other Looking Glasses, well assorted
3, 3¼, and 4 Point Blankets
4-4 and 6-4 Cambric, well assorted
7-8 and 4-4 Irish Linen, *very cheap*
Steam Loom Shirting
Swiss, Jaconet, and mull mull Muslins
Superior figured Muslin and French Calico
Bombazetts, plain and figured, well assorted
Domestic Goods of all kinds, from 3-4 to 6-4, bleached and unbleached

Together with an assortment of Hardware, Queensware, and Groceries

All of which will be sold by wholesale and retail, at considerably less than the usual prices in this place.

JAMES KYLE.

Fayetteville, February 22, 1825—3-tf

N. B. Goods will be received by every arrival from New York.

Just received and for sale, several neat, light, northern built GIGS.

ALSO,

Wood's PATENT PLOUGHS, different sizes, with extra castings.

C. & P. MALLETT.

June, 1824.—67tf

Tumblers and Decanters.

THE subscribers are appointed agents to the South Boston South Glass Works. Have now in store a general assortment of plain and figured half pint and gin Tumblers, plain, ring neck, and figured pint and quart Decanters, plain and figured pint and half pint Ticklers, for sale by

WILLKINGS & CO.

February 24—3-tf

Notice.

COTTON GINS, of an excellent quality, can from this time forward, be had by applying to Mr. Angus Taylor, Fayetteville, Mr. John Taylor, Wilmington, or at my Factory, Lumberton. If the cash is paid the price will be 2 dollars per Saw, deliverable at my Shop. Credit until 1st January, 2 dollars 12½ cents. They will be sent to Fayetteville or Wilmington, the purchaser paying freight, storage, &c. Persons disposed to order Gins will run no risk of being disappointed.

I also deem it proper to state that I think Gins made by me this year will far exceed any made by me heretofore

I have made several improvements, and obviated many difficulties which occurred in my former plan.

JOHN W. POWELL.

Lumberton, June 6, 1825.—18-eot3m.

STATE OF NORTH CAROLINA,

BLADEN COUNTY.

Superior Court of Law.—Spring Term, 1825.

Ex-parte, John Jones and others.

Petition for partition of the real estate of Sylvanus Jones.

IT appearing to the court, that Alfred Busby, and his wife Nancy, one of the heirs at law of Sylvanus Jones, dec. are not inhabitants of this State: *Ordered*, That publication be made in the "Fayetteville Observer" for six weeks, that unless the said Busby and his wife come forward, and shew cause to the contrary at the next Term of said court, to be held for said county, at the court house, in Elizabethtown, on the second Monday after the fourth Monday in September next, that the petition will be heard ex-parte as to them, and a decree made according to the prayer of said petition.

(From the Minutes.)

27 THO. BROWN, Clk.

STATE OF NORTH CAROLINA,

BLADEN COUNTY.

Superior Court of Law.—Spring Term, 1825.

Unity Jones *vs.* John Jones, Jesse Jones, Jonas Jones, Jonathan Deal and wife Anna, Jordan Moore and wife Avey, and as guardian of Jesse Grimsley and John Grimsley, minor children of Patty Grimsley, formerly Jones, James Butts and his wife Charity, and Alfred Busby and wife Nancy.

Petition for dower in the real estate of Sylvanus Jones.

IT appearing to the court, that Alfred Busby, and his wife Nancy, are not inhabitants of this State: *Ordered*, That publication be made in the "Fayetteville Observer" for three months, that unless cause to the contrary be shewn at the next Term of said court, to be held for said county, at the Court House, in Elizabethtown, on the second Monday after the fourth Monday in September next, the prayer of the petitioner will be granted, and a writ of dower be ordered to issue accordingly.

(From the Minutes.)

27 THO. BROWN, Clk.

C. J. TOOKER,

CABINET MAKER.

BEGS leave to inform his friends, and the public in general, that having finished the furniture of the State House in Raleigh, he has returned to Fayetteville, at his old stand, where he is ready to furnish all kinds of furniture in his line of Cabinet and Chair making, at the shortest notice, with neatness and dispatch, at less prices than can be purchased elsewhere, for cash or barter.

N. B. All kinds of repairing done in the above line, at the shortest notice.

Fayetteville, Dec. 16—393tf.

Blanks for sale here,

NEW BOOK STORE.

WM. E. TROY respectfully informs his friends and the public that he has just opened an excellent assortment of valuable

BOOKS AND STATIONARY,

lately purchased by himself in New York, which he will sell low for cash.

He has located himself, for the present, in a part of Mr. William Locke's Store, on Person street, about 200 yards east of the Town House, where he solicits the patronage of the public.

Among his stock are the following, in addition to which he expects soon to receive a larger supply, and will procure regularly and quickly from New York all new publications.

Armstrong on Typhus Fever
Thomas's Practice. Bell's Anatomy, 3 vols.
Do Domestic Medicine
Ewell's Medical Companion
Hooper's Medical Dictionary
Walker's Dictionary. Webster's Spelling books
Columbian Orator. Goldsmith's England
Cumming's Geography & Atlas. Morse's do do
Pike's Arithmetic. Daboll's do
Gibson's Surveying. Bonnycastle's Algebra
Murray's English Reader. Do Exercise
Do Grammar. Do Key. Do Sequel
Goldsmith's Rome. Do Greece
Conversations on Chemistry. Do on Philosophy
Popular Lessons. Cowper's Task.
Brief Remarker. Nursery Morals
Ainsworth's Latin Dictionary
Græcæ Majora. Shrevelli Lexicon
Valpa's Greek Grammar. Greek Testament
Leusden's Greek and Latin Testaments
Græcæ Minora. Clark's Corderia
Adams's Latin Grammar, simplified
Clark's Cæsar. Viri Romæ
Historiæ Sacræ. Wilson's Sallust
Smart's Horace, 2 vol. Davidson's Virgil
Cicero Delphini. Horace do. Virgil do
Confession of Faith. Blair's Sermons
Life of Rev. Doct. Scott. Cases of Conscience
Kean's Vindication of Methodism. Irving's Orations
Buck's Theological Dictionary
Horne on the Psalms, calf gilt
Scott's Theological Works, 6 vols.
Pilgrim's Progress. Life of Mrs. Graham
Bunyan's Holy War. Family Bibles
Pocket and School Bibles. Octavo do
Common Prayer, in plain and elegant binding
Hume, Bissett, and Smollett's England
Memoirs of the Court of Queen Elizabeth
Shakespeare, 6 vols. morocco gilt
Riley's Narrative. Zimmerman on Solitude
Vicar of Wakefield. Butler's Hudibras
Milton's Paradise Lost. Goldsmith's Works
Locke and Bacon's Essays
Wreath, a collection of Poems. Youth's Library
Burns' Works, complete. Cook's Voyages
Devil upon two Sticks. Economy of Human Life
Perigrine Pickle. Thaddeus of Warsaw
The Lady of the Manor, being a series of Conversations on the subject of Confirmation, by Mrs. Sherwood
Female Quixotism, or the Extravagant Adventures of Darcasina Sheldon, 2 vols.
English Life, in 4 Pictures, 2 vols.
Rothelan, a Romance, 2 vols.
Sayings and Doings, second series
Refugee, 2 vols. A few days in Athens
Owen's new view of Society.

Together with a great variety of CHILDREN'S TOY BOOKS.

Cap, Folio post, Drawing, Letter, Wrapping, and blue Medium PAPER
Lead Pencils, Rogers's Pen-Knives, Pencil Cases, Inkstands, Wafers and boxes.

Fayetteville, June 29, 1825.—21-tf

Drafts at sight, on Baltimore, Philadelphia and New-York,

in sums to suit purchasers, for sale and South-Carolina and Georgia money, purchased by

O. P. STARK.

April 19.—12tf

New Goods.

THE SUBSCRIBER is now receiving from New York and Philadelphia, by the brig North Carolina and schooner Industry, a large and extensive assortment of SPRING GOODS, together with an assortment of Groceries, Earthenware, &c.—All of which he offers for sale on more reasonable terms than usual—Country merchants and others, would do well to call and examine for themselves.

Consisting in part, as follows:

Superfine blue and black Cloths
do do Cassimeres
Fancy rib and stripe do
Marseilles Vestings—Black figured silk do
Men's Cravats—Muslin Robes, assorted
London prints, a new article
Colored striped muslins, latest fashions
4-4 and 6-4 plaids and striped Gingham
Black and light colored Canton Crapes
do do Nankeen do
do do Mandarin do
Crape robes, assorted colors
4-4, 6-4 and 8-4 Crape Shawls
A large assortment of Thread Laces
Gros de Naples Silks, assorted colors,
Black figured Silks
Fancy Silk Handkerchiefs, newest fashion
Zelia and Gause do do
Ladies' black and white Silk Hose
do do Cotton do
do do Thread do
Ladies' and gentlemen's Silk Gloves
Tortoise shell, tuck and side Combs,
Leghorn and straw Bonnets
Cambrick and book Muslins
Irish Linens, a good assortment
Brown Durham Sheetings
Bleached Lancaster do
Brown Ipswich do
3-4, 4-4 and 5-4 Checks
Green Coffee, by the bag
A good supply of Brown Sugars
Loaf and Lump do.

JAMES KYLE.

Fayetteville, march 29—8-tf

Milton Masonic Lottery.

Authorised by Special Act of Assembly for the benefit of Golden Fleece Lodge, No. 74, N. Carolina.

SCHEME.

1 Prize of	$ 3,000	$ 3,000
1	2,000	2,000
2	1,000	2,000
5	500	2,500
10	100	1,000
20	50	1,000
100	10	1,000
1,500	5	7,500
1,639 Prizes,		$ 20,000
2,361 Blanks,		
4,000 Tickets	at $5	20,000

Drawing to commence in Milton, as soon as a sufficient number of Tickets shall have been sold—Superintended by the following Managers:

Alexander Henderson,
James Rainey,
Archimedes Donoho,
John R. Clark,
Thomas L. Stevens,
Samuel Watkins,

*** Tickets for sale at the POST OFFICE, Fayetteville, where Lottery information generally may be had gratis.

March 31—8.

Valuable Lands & Mills

THE Subscriber offers for sale his [MILL] & GRIST MILLS, situated on [Deep River] Orange county, N. C. the latter [with two] stones; together with 250 Acres [of land] ing the Mills.

No elaborate description of the [premises] deemed necessary; but to those [wishing] sessing such it offers advantages [unsurpassed] ficiently apparent on examination.

During my absence the premises [will be] by Mr. Thomas Holt or Mr. [Moore]

ARCHIBALD [MOORE]

Orange county, June 28, 1825.

Labourers Wanted.

On the CAPE FEAR RIVER, between FAYETTEVILLE AND WILMINGTON.

IT is my intention to recommence the improvement of the Canal between Fayetteville and Wilmington this season will admit.

Any number of laborers who [may] find immediate employment.

Owners of Negroes will do well to [embrace] opportunity of engaging them in [this work] wages are liberal and promptly paid. [Provisions] are wholesome and abundant [and] will be paid to their cleanliness [and] HAMILTON [BROWN]

March 9—tf.

Notice is hereby

THAT on the first day of [January next] cipal of the six per cent [stock] States, created under the [authority] Congress entitled "An Act [authorizing] sum not exceeding Eleven [Millions] proved on the 14th March, [1812] interest then due thereon, will be [paid] etors of said Stock or to their [Attorneys] rised, at the Treasury of the [United States] ington, and at the several [loan offices] Books of which any portion of [said stock] A surrender of the Certificates [of stock] the time of payment, and the [interest] will cease and determine from [that] day of September.

SAMUEL L. [SOUTH]
Acting Secretary

May 11, 1825.—14-t830.

TREASURY [DEPARTMENT]
March [1825]

WHEREAS, on the 3d [day of March] a law was passed by the [Congress of] the United States, of which [the first and] 5th sections are in the words [following]

"SEC. 3. *And be it further enacted*, That [the whole] scription to the amount of twelve [millions of] lars, of the six per cent. stock of [the United] hundred and thirteen, be, and the [same is] proposed; for which purpose books [shall be] at the Treasury of the United States, [and at] several loan offices, on the first day of [April next] to continue open until the first day of [December] thereafter, for such parts of the [said] description of stock as shall, on the [day] tion, stand on the books of the Treasury, [or on] those of the several loan offices respectively, [in which] subscription shall be effected by the [transfer to the] United States, in the manner provided [by law for] transfers, of the credit or credits [on the] said books, and by a surrender [to the Treasurer] of the stock so subscribed: Provided, [That the] scription by such transfer of stock [shall be] ered as part of the said twelve [millions] authorized to be borrowed by the [first section of] this act.

"SEC. 4. *And be it further enacted*, That [if the] whole or any part of any sum [which may be] subscribed, credits shall be entered [on the books] tive subscribers, who shall be entitled [to receive] cate or certificates purporting that [the United States] owe to the holder or holders thereof [the sum] their assigns, a sum to be expressed [therein] to the amount of the principal [sum] bed, bearing an interest not exceeding [six per] half per centum per annum, payable [quarterly on] the thirty first day of December, [March, June] eight hundred and twenty five; [and the] same manner as is provided by law [in respect] of the stock subscribed, and subject [to redemption] at the pleasure of the United States, [after] half at any time after the thirty first [day of] ber, one thousand eight hundred [and twenty] and the remainder at any time after the [thirty first] day of December, one thousand eight [hundred and] twenty nine: Provided, That no [certificate] shall be made except for the whole [amount of] new certificate; nor until after [the expiration of] public notice of such intended [redemption] it shall be the duty of the Secretary [of the Treasury] to cause to be retransferred to the [United States] scribers the several sums by them [subscribed] yond the amount of the certificates [issued for] half per cent. stock issued to them [respectively]

"SEC. 5. *And be it further enacted*, [That the] funds which have heretofore been [appropriated] pledged by law for the payment of [interest on] for the redemption and reimbursement [of the] which may be redeemed or [repaid] of the provisions of this act, shall [be applied] in like manner for the payment of [interest on] cruing on the stock created by [this act] scription, and for the redemption of [the principal] of the principal of the same. [And it shall be] duty of the commissioners of the [sinking fund] cause to be applied and paid, out of [the moneys] yearly and every year, such sum [or sums] be annually required to discharge [the interest] ing on the stock which may be created [under] this act. The said Commissioners [are hereby] authorized to apply, from time to [time, any] and sums out of the said fund, as [they shall] proper, towards redeeming, by [purchase] imbursement, in conformity with [the provisions of] this act, the principal of the said [stock, or] part of the annual sum of ten millions [hereby] ed by law in the said commissioners, [as shall] cessary and required for the above [purposes] be and continue appropriated to the [payment of] terest and redemption of the public [debt] whole of the stock which may be [created under] provisions of this act, shall have been [fully] reimbursed."

Now, therefore, notice is hereby [given] that books will be opened at the [Treasury] of the United States, and at the several [loan] offices, on the first day of April [next] continue open until the first day of [December] thereafter, for receiving subscriptions [in] conformity with the provisions of the [said] law.

The subscriptions may be made [by the] proprietors of the stock, either [personally] or by their Attorneys duly authorized [to] subscribe and transfer it to the United [States].

Should subscriptions of stock be [made] made to an amount exceeding [twelve] lions of dollars, a distribution of the [whole] sum of twelve millions will be made [among] the subscribers, in proportion to the [amount] subscribed by them respectively.

SAMUEL L. SOUTH,
Acting Secretary of the Treasury.

Dec 16—8-t30s

Blanks, of all kinds
May be procured at this
And at the Post Office